



**Hapstead Hall**  
The Village Hall of Ardingly

(Reg. Charity No. 305158) 13 High Street, Ardingly, West Sussex RH17 6TB.

*Please speak with the clerk if you have any query about this agreement*

## **HAPSTEAD HALL HIRING AGREEMENT**

***Please print this summary page and bring it with you, it contains useful information and contact details.***

It is the responsibility of the hirer(s) to ensure they comply with all legal requirements/commitments, licensing, health, safety, fire and hygiene regulations concerning their particular event.

Please contact the Clerk to arrange door opening/ key collection.

Please respect our neighbours when leaving.

No advertising of Bar Service unless agreed.

All timing of events must be agreed in advance. ALL activities to stop at midnight.

No nails, pins or adhesive tape to be put into or on woodwork, paintwork or walls at any time.

### **On exiting (end of session check list):**

Tables and Chairs to be put away in storage provided.

Hall floor to be swept before leaving.

Toilets to be flushed, checked and all windows to be checked and closed if necessary.

All emergency exit doors to be checked.

Bag up all rubbish/recycling at the end of your session and place in the black and blue lidded bins outside the Kitchen. Please take away and dispose of any large quantities yourself.

Kitchen to be left tidy.

All kitchen appliances to be switched off.

All lights to be turned off.

Front door to be locked upon departure (2 locks)

Please note: An extra cleaning charge will be made if necessary.

### **ACTION in case of FIRE**

In the event of fire immediately leave the building by the nearest exit, meet at the designated fire assembly point, which is on the VILLAGE CAR PARK (behind of the Village Hall).

Call 999 and report the fire, location:

ARDINGLY VILLAGE HALL, 13 HIGH STREET, ARDINGLY, WEST SUSSEX. RH17 6TB

Please also call any Key Holders:

Mr Rob Lawson 01444 892515

Mrs R Hodgson 01444 892558

Mr G Ruse 01444 892717

Mrs S Chapman 01444 892681

Nearest Public Telephone is situated in the entrance by the small hall.

## **DO NOT ATTEMPT TO TACKLE THE FIRE, DO NOT TAKE PERSONAL RISKS**

**Accidents:** Please write all accidents in the accident book situated in the Kitchen and contact Jon Pearce (clerk) by email to inform him of the accident.

## **Hapstead Hall Standard Conditions of Hire:**

### **1. Age**

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to the management and supervision of the premises are met.

### **2. Supervision**

The hirer shall, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort, and the behaviour of all persons using the premises whatever their capacity. The hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents for loss of contents.

### **3. Use of premises**

The hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used in any unlawful way, nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof, nor allow the consumption of alcohol thereon without permission.

### **4. Insurance and Indemnity**

a) The hirer shall be liable for:

i) The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises

ii) all claims, losses, damages and costs made against or incurred by Hapstead Hall Management Committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the hirer, and

iii) all claims, losses, damages and costs made against or incurred by Hapstead Hall Management Committee, their employees, volunteers or agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the hirer, and subject to sub-clause (b), the hirer shall indemnify and keep indemnified accordingly each member of the Hapstead Hall Management Committee and their employees, volunteers, agents and invitees against such liabilities.

b) Hapstead Hall shall take out adequate insurance to insure the liabilities described in sub-clause a) i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses a) ii) and iii) above. Hapstead Hall Management Committee and their employees, volunteers, agents and invitees against a) any insurance excess incurred and b) the difference between the amount of the liability and the monies received under the insurance policy.

c) Where Hapstead Hall does not insure the liabilities described in sub-clauses a) ii) and iii) above, the hirer shall take out adequate insurance to insure such liability and on demand, shall produce the policy and current receipt or other evidence of cover to the Clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the Clerk to rehire the premises to another hirer.

Hapstead Hall is insured against any claims arising out of its own negligence.

### **5. Gaming, betting and lotteries**

The hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

## **6. Music copyright licensing**

The hirer shall ensure that Hapstead Hall holds relevant licences under Performing Rights Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate the hirer holds a licence.

## **7. Film**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licenses for film and Temporary Events Notice (TEN).

## **8. Childcare Act 2006**

The hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks should have access to the children in any regulated activity. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The hirer shall provide Hapstead Hall Management Committee with a copy of their DBS check (formerly known as CRB) and Child Protection Policy on request.

## **9. Public Safety compliance**

The hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Hall's Fire Risk Assessment, or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The hirer shall also comply with Hapstead Hall's Health and Safety Policy.

The Fire Service must be called to any outbreak of fire, however slight, and details shall be given to the Clerk.

a) The hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall
- The location and use of fire equipment
- Escape routes and the need to keep them clear
- Method of operation of escape door fastenings
- Appreciation of the importance of fire doors and of closing all fire doors at the time of a fire
- Location of the first-aid box

b) In advance of any activity whether regulated entertainment or not the hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order
- That all escape routes are free of obstruction and can be safely used for instant free public exit
- That fire doors are not wedged open
- That exit signs are illuminated
- That there are no obvious fire hazards on the premises

## **10. Noise**

The hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The hirer shall, if using sound amplification equipment, comply with any other licensing condition for the premises.



### **11. Drunk and disorderly behaviour and supply of illegal drugs**

The hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in the immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

### **12. Health and Hygiene**

The hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

### **13. Electrical appliance safety**

The hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

### **14. Stored equipment**

Hapstead Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

Failure by the hirer to dispose of any property brought on to the premises for the purposes of the hiring, may result in Hapstead Hall Management Committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the hirer any costs incurred in storing and selling or otherwise disposing of the same.

### **15. Smoking**

The hirer shall, and shall ensure that the hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches, etc. in a tidy and responsible manner, so as not to cause a fire.

### **16. Accidents and dangerous occurrences**

Any failure of equipment belonging to Hapstead Hall or brought in by the hirer must be reported as soon as possible. The hirer must report all accidents involving injury to the public to the Clerk as soon as possible and complete the relevant section in the Hapstead Hall accident book.

### **17. Explosives and flammable substances**

The hirer shall ensure that:

- a) Highly flammable substances are not brought into, or used in any part of the premises and that
- b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of Hapstead Hall Management Committee. Decorations should not be put up near light fittings or heaters.

### **18. Heating**

The hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of Hapstead Hall Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances must not be used.

#### **19. Animals**

The hirer shall ensure that no animals (including birds) except approved helper dogs are brought into the premises, other than by agreement with Hapstead Hall Management Committee. No animals are to enter the kitchen at any time.

#### **20. Fly Posting**

The hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of Hapstead Hall's Management Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

#### **21. Sale of Goods**

The hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the hirer shall ensure that the total prices of goods and services are prominently displayed, as shall be the organiser's name and address and that discounts offered are based only on Manufacturers' Recommended Retail Prices.

#### **22. Cancellation**

If the hirer wishes to cancel the booking before the date of the event and Hapstead Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall at the discretion of Hapstead Hall.

Hapstead Hall reserves the right to cancel this hiring by written notice to the hirer in the event of:

- a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- b) Hapstead Hall Management Committee reasonably considering that i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- c) the premises becoming unfit for the use intended by the hirer.
- d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
- e) Hapstead Hall having to comply with other legal or charitable obligations of the Trustees.

Hapstead Hall will in all cases do its best to assist with alternative arrangements.

In any such case the hirer shall be entitled to a refund of any deposit or payment already paid, but Hapstead Hall shall not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

#### **23. End of hire**

The hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise Hapstead Hall shall be at liberty to make an additional charge.

#### **24. Keys**

Keys to be provided by the Clerk and to be returned immediately after the hiring, or by arrangement with the Clerk.

## **25. No alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Clerk. Any alteration, fixture or fitting, or attachment so approved shall at the discretion of Hapstead Hall remain in the premises at the end of the hiring. It will become the property of Hapstead Hall unless removed by the hirer who must make good to the satisfaction of Hapstead Hall any damage caused to the premises by such removal.

## **No rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.

Hapstead Hall Conditions of Hire 2021 version

**These conditions of hire also require compliance with the terms of Hapstead Hall's Environmental Policy, adopted March 2019, and the Child and Vulnerable Adults Safeguarding Policy, adopted September 2021, below.**

## **HAPSTEAD HALL ENVIRONMENTAL POLICY**

### **General**

The Hapstead Hall Management Committee considers the protection of the environment to be of major importance. Environmental protection is an integral part of efficient management of the Committee's activities. High standards are to be applied by all those who work in or use the Hall, complying with all legislation, codes of practice and official guidance relevant to environmental protection.

### **Environmental Policy measures**

The Management Committee will endeavour to:

#### **Awareness and Commitment**

- promote awareness of the principles and objectives of environment protection
- ensure that Hapstead Hall staff, volunteers and users are familiar with and implement this environmental commitment and its objectives
- ensure that the Hall and activities associated with it, comply with all relevant environmental regulations.

#### **Energy and Water**

- ensure energy is used efficiently and wherever possible reduce its use, for example keep outside doors closed in cold weather
- seek to use 'green' energy suppliers or tariffs where it makes economic sense
- use water efficiently and with care
- avoid pollutants entering the drainage system.

#### **Waste**

- reduce production of material waste including unnecessary packaging and single use plastic
- encourage re-use, repair and recycling of materials including organic waste
- separate refuse and recycling material, and dispose of both in a safe and responsible way.

#### **Materials and Resources**

- buy products, including cleaning materials which are made in accordance with the principle of using material in a sustainable way and use locally-made goods where practicable
- take into account the lifetime costs of materials when repairing, altering or rebuilding premises
- reduce use of paper while maximising that from sustainable sources and recycled material
- where possible, offer electronic communication as an alternative to paper
- adopt a sustainable procurement policy and encourage our suppliers to operate in an environmentally appropriate manner, reducing the environmental impact of their products and transport.
- where possible, support local businesses and allow them the opportunity to quote for work.

### **Natural Environment**

- take appropriate opportunities to conserve and enhance the natural environment surrounding the Hall
- be sensitive to the impact of activities on the local environment, such as traffic, noise and general disturbance.

### **Travel**

- make every effort to reduce air pollution and energy consumption resulting from the use of vehicles by avoiding unnecessary travel and encouraging the use of energy efficient vehicles
- encourage users of the Hall to travel on foot, by cycle or on public transport as much as possible
- encourage the sharing of transport.

### **Implementation, monitoring and review**

Implementation of this Policy will be undertaken by the Management Committee.

The Policy and its implementation will be monitored and reviewed regularly, normally once per year.

A copy of the Policy will be displayed in the Hall and made available on the Hapstead Hall website.

***All those hiring Hapstead Hall will be expected to confirm that they are aware of this Policy and that their own activities and use of the Hall are in conformity with it.***

Hapstead Hall Management Committee 18.3.2019

## **HAPSTEAD HALL CHILD AND VULNERABLE ADULTS SAFEGUARDING POLICY**

This statement of policy and procedures applies to users of, and activities in Hapstead Hall.

This policy is in place to protect all children and vulnerable adults regardless of gender, ethnicity, disability, sexuality, religion or faith.

The welfare of the child or vulnerable adult is paramount and is the responsibility of everyone.

All children and vulnerable adults have the right to protection from abuse whether physical, verbal, sexual, bullying, exclusion or neglect.

All people associated with the Hapstead Hall and its use have a responsibility for the safeguarding of children and vulnerable adults.

The Trust Management committee will endeavour to keep the premises safe for use.

No member of the Trustees, village hall staff, outside contractors, hirers or volunteers will have unsupervised access to children or vulnerable adults unless in possession of appropriate clearance such as DBS.

The Trust Management Committee will ensure that all hirers/users of the Hall are aware that any safeguarding of children or vulnerable adults is the responsibility of the hirers.

Hirers need to be aware that facilities such as the toilets might be shared with other groups and that appropriate supervision/arrangements should be made.

The Committee will ensure that hirers are made aware of their obligations under the Licensing Act 2003 to ensure that alcohol is not sold to those under the age of 18 and that no children may be admitted to films when they are below the age classification for the film or show. No gambling or entertainment of an adult or sexual nature shall be permitted on the premises.

Acceptance of the Village Hall's safeguarding policy is part of the agreed contract taken out on hiring the Hall.

A copy of this policy is available on the Hapstead Hall website and will be displayed for the attention of all on the Hall notice board. The policy will be reviewed on a regular basis.

***All those hiring Hapstead Hall will be expected to confirm that they are aware of this Policy and that their own activities and use of the Hall are in conformity with it.***

Hapstead Hall Management Committee 27.9.2021